

Exhibit 9



NFL COLLECTIVE BARGAINING AGREEMENT 2002-2008

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE NFL MANAGEMENT COUNCIL
AND
THE NFL PLAYERS ASSOCIATION
As Amended January 8, 2002



TABLE OF CONTENTS

INTRODUCTION	1
PREAMBLE	3
ARTICLE I DEFINITIONS	4
Section 1. General Definitions	4
Section 2. Free Agency Definitions	5
Section 3. Salary Cap Definitions	6
Section 4. Further Definitions	7
ARTICLE II GOVERNING AGREEMENT	9
Section 1. Conflicts	9
Section 2. Implementation	9
Section 3. Management Rights	9
Section 4. Rounding	9
ARTICLE III SCOPE OF AGREEMENT	10
Section 1. Scope	10
Section 2. Arbitration	10
ARTICLE IV NO STRIKE/LOCKOUT/SUIT	11
Section 1. No Strike/Lockout	11
Section 2. No Suit	11
Section 3. Releases	12
ARTICLE V UNION SECURITY	13
Section 1. Union Security	13
Section 2. Check-off	13
Section 3. NFLPA Meetings	13
Section 4. NFLPA Player Group Licensing Program	13
Section 5. Disputes	14
Section 6. Procedures for Enforcement	14
Section 7. NFLPA Responsibility	15
Section 8. Orientations	15
ARTICLE VI NFLPA AGENT CERTIFICATION	17
Section 1. Exclusive Representation	17
Section 2. Enforcement	17
Section 3. Penalty	17
ARTICLE VII PLAYER SECURITY	19
Section 1. No Discrimination	19
Section 2. Personal Appearance	19

ARTICLE VIII CLUB DISCIPLINE	20
Section 1. Maximum Discipline	20
Section 2. Published Lists	21
Section 3. Uniformity	21
Section 4. Disputes	21
Section 5. Deduction	21
ARTICLE IX NON-INJURY GRIEVANCE	22
Section 1. Definition	22
Section 2. Initiation	22
Section 3. Filing	22
Section 4. Appeal	22
Section 5. Discovery	23
Section 6. Arbitration Panel	23
Section 7. Hearing	24
Section 8. Arbitrator's Decision and Award	25
Section 9. Time Limits	25
Section 10. Representation	25
Section 11. Costs	26
Section 12. Payment	26
Section 13. Grievance Settlement Committee	26
ARTICLE X INJURY GRIEVANCE	27
Section 1. Definition	27
Section 2. Filing	27
Section 3. Answer	27
Section 4. Neutral Physician	28
Section 5. Neutral Physician List	28
Section 6. Appeal	29
Section 7. Arbitration Panel	29
Section 8. Hearing	29
Section 9. Miscellaneous	30
Section 10. Expenses	31
Section 11. Pension Credit	31
Section 12. Payment	31
Section 13. Presumption of Fitness	31
Section 14. Playoff Money	32
Section 15. Information Exchange	32
Section 16. Discovery	32
ARTICLE XI COMMISSIONER DISCIPLINE	33
Section 1. League Discipline	33
Section 2. Time Limits	33
Section 3. Representation	33
Section 4. Costs	34

Section 5. One Penalty	34
Section 6. Fine Money	34
ARTICLE XII INJURY PROTECTION	35
Section 1. Qualification	35
Section 2. Benefit	35
Section 3. Disputes	35
ARTICLE XIII COMMITTEES	37
Section 1. Joint Committee	37
Section 2. Competition Committee	38
Section 3. Player/Club Operations Committee	38
ARTICLE XIV NFL PLAYER CONTRACT	39
Section 1. Form	39
Section 2. Term	39
Section 3. Changes	39
Section 4. Conformity	40
Section 5. General	41
Section 6. Commissioner Disapproval	43
Section 7. NFLPA Group Licensing Program	44
Section 8. Good Faith Negotiation	44
ARTICLE XV OPTION CLAUSE	45
Section 1. Prohibition	45
Section 2. Existing Option Clauses	45
ARTICLE XVI COLLEGE DRAFT	46
Section 1. Time of Draft	46
Section 2. Number of Choices	46
Section 3. Required Tender	46
Section 4. Signing of Drafted Rookies	46
Section 5. Other Professional Teams	47
Section 6. Return to College	48
Section 7. Assignment of Draft Rights	48
Section 8. Subsequent Draft	48
Section 9. No Subsequent Draft	49
Section 10. Compensatory Draft Selections	49
Section 11. Undrafted Rookies	49
Section 12. Notice of Signing	49
Section 13. Workouts of Draft-Eligible Players	49
ARTICLE XVII ENTERING PLAYER POOL	51
Section 1. Definition	51
Section 2. Covered League Years	51

Section 3. Calculation	51
Section 4. Operation	53
ARTICLE XVIII VETERANS WITH LESS THAN	
THREE ACCRUED SEASONS	57
Section 1. Accrued Seasons Calculation	57
Section 2. Negotiating Rights of Players With Less Than Three Accrued Seasons	57
Section 3. Notice of Signing	57
ARTICLE XIX VETERAN FREE AGENCY	59
Section 1. Unrestricted Free Agents	59
Section 2. Restricted Free Agents	60
Section 3. Offer Sheet and First Refusal Procedures	64
Section 4. Expedited Arbitration	67
Section 5. Individually Negotiated Limitations on Player Movement	67
Section 6. Notices, Etc.	68
ARTICLE XX FRANCHISE AND TRANSITION PLAYERS	70
Section 1. Franchise Player Designations	70
Section 2. Required Tender for Franchise Players	70
Section 3. Transition Player Designations	72
Section 4. Required Tender for Transition Players	73
Section 5. Right of First Refusal for Transition Players	73
Section 6. Lists	74
Section 7. Salary Information	74
Section 8. No Assignment	74
Section 9. Duration of Designation	75
Section 10. Franchise Player Designation Period	77
Section 11. Transition Player Designation Period	77
Section 12. Prospective Designation <i>[no longer applicable]</i>	78
Section 13. Right to Decline <i>[no longer applicable]</i>	78
Section 14. Other Terms	78
Section 15. Compensatory Draft Selection	78
Section 16. Signing Period for Transition Players	78
Section 17. Signing Period for Franchise Players	79
ARTICLE XXI FINAL EIGHT PLAN	81
Section 1. Application	81
Section 2. Top Four Teams	81
Section 3. Next Four Teams	81
Section 4. Replacement of Free Agents Signed by Other Club ..	81
Section 5. Increases	82
Section 6. Salary Definition	82

Section 7. Trade Limitation	82
ARTICLE XXII WAIVER SYSTEM	83
Section 1. Release	83
Section 2. Contract	83
Section 3. Ineligibility	83
Section 4. Notice of Termination	83
Section 5. NFLPA's Right to Personnel Information	84
Section 6. Rosters	84
ARTICLE XXIII TERMINATION PAY	85
Section 1. Eligibility	85
Section 2. Regular Season Signings	85
Section 3. Ineligibility for Termination Pay	85
ARTICLE XXIV GUARANTEED LEAGUE-WIDE SALARY, SALARY CAP, & MINIMUM TEAM SALARY	86
Section 1. Definitions	86
Section 2. Trigger For Guaranteed League-wide Salary, Salary Cap, and Minimum Team Salary	94
Section 3. Guaranteed League-wide Salary	95
Section 4. Salary Cap Amounts	95
Section 5. Minimum Team Salary	97
Section 6. Computation of Team Salary	98
Section 7. Valuation of Player Contracts	99
Section 8. 30% Rules	134
Section 9. Renegotiations and Extensions	135
Section 10. Accounting Procedures	137
ARTICLE XXV ENFORCEMENT OF THE SALARY CAP AND ENTERING PLAYER POOL	142
Section 1. Undisclosed Terms	142
Section 2. Circumvention	142
Section 3. Special Master Action	142
Section 4. Commissioner Disapproval	142
Section 5. Special Master Review	143
Section 6. Sanctions	143
Section 7. DGR Circumvention	144
Section 8. Management Council Audit Rights	145
Section 9. Prior Consultation	145
ARTICLE XXVI SPECIAL MASTER	146
Section 1. Appointment	146
Section 2. Scope of Authority	146
Section 3. Discovery	147

Section 4. Compensation	147
Section 5. Procedures	147
Section 6. Selection of Special Masters	148
Section 7. Penalties	148
ARTICLE XXVII IMPARTIAL ARBITRATOR	149
Section 1. Selection	149
Section 2. Scope of Authority	149
Section 3. Effect of Rulings	149
Section 4. Discovery	149
Section 5. Compensation of Impartial Arbitrator	149
Section 6. Procedures	149
Section 7. Selection of Impartial Arbitrator	150
ARTICLE XXVIII ANTI-COLLUSION	151
Section 1. Prohibited Conduct	151
Section 2. Other Club Conduct	151
Section 3. Club Discretion	152
Section 4. League Disclosures	152
Section 5. Enforcement of Anti-Collusion Provisions	152
Section 6. Burden of Proof	152
Section 7. Summary Judgment	153
Section 8. Remedies	153
Section 9. Computation of Damages	154
Section 10. Player Election	154
Section 11. Payment of Damages	155
Section 12. Effect of Cap Computations	155
Section 13. Effect of Salary Cap	155
Section 14. No Reimbursement	155
Section 15. Costs	155
Section 16. Termination	156
Section 17. Time Limits	156
Section 18. Prior Conference	156
ARTICLE XXIX CERTIFICATIONS	157
Section 1. Contract Certification	157
Section 2. End of League Year Certification	157
Section 3. False Certification	158
ARTICLE XXX CONSULTATION AND INFORMATION SHARING	160
Section 1. Consultation and Communications	160
Section 2. Salary Summaries	160
Section 3. Notice of Invalid Contract	160
Section 4. Neutral Verifier	160
Section 5. Copies	161

Section 6. Meetings	161
ARTICLE XXXI EXPANSION	162
Section 1. Veteran Allocation	162
Section 2. Additional Compensatory Picks	162
Section 3. Entering Player Pool Adjustment	162
Section 4. Relocation Bonus	162
ARTICLE XXXII OTHER PROVISIONS	163
Section 1. CFL Rule	163
Section 2. Physically Unable to Perform	163
Section 3. Non-Football Injury	163
Section 4. Roster Exemption	163
ARTICLE XXXIII SQUAD SIZE	165
Section 1. Active List	165
Section 2. Pre-Season	165
Section 3. Inactive List	165
Section 4. Active and Inactive List Limit	165
ARTICLE XXIV PRACTICE SQUADS	166
Section 1. Practice Squads	166
Section 2. Signing With Other Clubs	166
Section 3. Salary	166
Section 4. Eligibility	166
ARTICLE XXXV OFF-SEASON WORKOUTS	168
Section 1. Voluntary Workouts	168
Section 2. Time Periods	168
Section 3. Payment	168
Section 4. Injuries	169
Section 5. Miscellaneous	169
Section 6. Pre-Training Camp Period	169
Section 7. Enforcement	170
ARTICLE XXXVI MINICAMPS	172
Section 1. Number	172
Section 2. Length	172
Section 3. Expenses	172
Section 4. Contact	172
Section 5. Injuries	172
ARTICLE XXXVII PRE-SEASON TRAINING CAMPS	173
Section 1. Definition	173
Section 2. Room and Board	173

Section 3. Rookie Per Diem	173
Section 4. Veteran Per Diem	173
Section 5. Reporting	173
Section 6. Number of Pre-Season Games	173
Section 7. Telephones	174
Section 8. Expenses	174
ARTICLE XXXVIII SALARIES	175
Section 1. 1993 Minimum Salaries <i>[no longer applicable]</i>	175
Section 2. Minimum Salaries For 1994-1998 League Years <i>[no longer applicable]</i>	175
Section 3. Credited Season <i>[no longer applicable]</i>	175
Section 4. Other Compensation <i>[no longer applicable]</i>	175
Section 5. Arbitration <i>[no longer applicable]</i>	175
Section 6. Minimum Salaries After the 2001 League Year	175
Section 7. Credited Season	175
Section 8. Other Compensation	176
Section 9. Arbitration	176
Section 10. Payment	176
Section 11. Deferred Paragraph 5	176
Section 12. Number of Regular Season Games	176
Section 13. Copies of Contracts	177
Section 14. Split Contracts	177
Section 15. Funding of Deferred and Guaranteed Contracts ...	177
ARTICLE XXXVIII—A MINIMUM SALARY BENEFIT	178
Section 1. Qualifying Players	178
Section 2. Qualifying Contracts	178
Section 3. Transition Rules	178
Section 4. Payments	178
Section 5. Reduced Salary Cap Count	179
Section 6. Minimum Salary Benefit Calculation	179
Section 7. League-wide Salary Cap Treatment	179
Section 8. League-wide Cash Treatment	179
Section 9. Terminated Qualifying Players	179
Section 10. Players Moving to a New Club	179
Section 11. Player Returning to Old Club	180
Section 12. Players with Expired Contract	180
Section 13. Guarantees	180
Section 14. Termination Pay	181
Section 15. No Benefit for Non-Qualifying Contracts	181
ARTICLE XXXVIII—B PERFORMANCE-BASED POOL	183
Section 1. Creation of Fund	183
Section 2. Annual Projection	183

Section 3. Mandatory Distribution Each Year	183
Section 4. Qualifying Players	183
Section 5. Methodology	183
ARTICLE XXXIX MEAL ALLOWANCE	184
Section 1. Reimbursement	184
Section 2. Travel Day	184
ARTICLE XL DAYS OFF	185
Section 1. Rate	185
Section 2. Requirements	185
ARTICLE XLI MOVING AND TRAVEL EXPENSES	186
Section 1. Qualification	186
Section 2. Moving Expenses	186
Section 3. Travel Expenses	186
Section 4. Transportation	187
ARTICLE XLII POST-SEASON PAY	188
Section 1. System	188
Section 2. Compensation	188
Section 3. Wild Card Game; Division Play-off Game	188
Section 4. Conference Championship; Super Bowl Game	188
Section 5. Payment	189
ARTICLE XLIII PRO BOWL GAME	190
Section 1. Compensation	190
Section 2. Selection	190
Section 3. Wives	190
Section 4. Injury	190
Section 5. Payment	190
ARTICLE XLIV PLAYERS' RIGHTS TO MEDICAL CARE AND TREATMENT	191
Section 1. Club Physician	191
Section 2. Club Trainers	191
Section 3. Players' Right to a Second Medical Opinion	191
Section 4. Players' Right to a Surgeon of His Choice	191
Section 5. Standard Minimum Pre-Season Physical	191
Section 6. Substance Abuse	192
ARTICLE XLV ACCESS TO PERSONNEL AND MEDICAL RECORDS	193
Section 1. Personnel Records	193
Section 2. Medical Records	193

ARTICLE XLVI PLAYER BENEFIT COSTS	194
Section 1. Right of Reduction	194
Section 2. Right of Restoration	195
Section 3. Definition	195
Section 4. Resolution of Disputes	196
Section 5. 1998 Amendment Benefits	197
Section 6. Limitations on Contributions	197
ARTICLE XLVII RETIREMENT PLAN	199
Section 1. Maintenance and Definitions	199
Section 2. Additional Credited Seasons <i>[no longer applicable]</i>	199
Section 3. Contributions	199
Section 4. Benefit Credits	199
Section 5. Decrease in Vesting Requirement	200
Section 6. Medical Standards for Line-of-Duty Disability Benefits	200
Section 7. Practice Squad Credited Season	201
Section 8. Increase in Past Service Credit	201
ARTICLE XLVIII SECOND CAREER SAVINGS PLAN	202
Section 1. Maintenance	202
Section 2. Contributions	202
Section 3. Expansion of Eligible Employees	203
ARTICLE XLVIII - A PLAYER ANNUITY PROGRAM	
Section 1. Establishment	204
Section 2. Contributions	204
Section 3. Eligibility and Allocation	204
Section 4. Distributions	205
Section 5. Structure	206
ARTICLE XLVIII - B TUITION ASSISTANCE PLAN	
Section 1. Establishment	207
Section 2. Eligibility	207
Section 3. Reimbursement	207
ARTICLE XLIX GROUP INSURANCE	208
Section 1. Group Insurance Benefits	208
Section 2. Extended Post-Career Medical and Dental Insurance	209
Section 3. Limitations and Rules For Extended Insurance	210
Section 4. Financing For Extended Insurance	
<i>[no longer applicable]</i>	210
Section 5. Administration	210

ARTICLE I SEVERANCE PAY	211
Section 1. Eligibility	211
Section 2. Amount	211
Section 3. Application	211
Section 4. Payment	211
Section 5. Failure to Apply	212
Section 6. Only One Payment	212
Section 7. Payable to Survivor	212
Section 8. Prior Severance Pay	212
Section 9. Nonassignability	212
ARTICLE LI SUPPLEMENTAL DISABILITY BENEFITS	213
Section 1. Maintenance	213
Section 2. Contributions	213
Section 3. Extension	213
Section 4. Automatic Payment and Waiver	213
ARTICLE LII BENEFIT ARBITRATOR	214
Section 1. Selection	214
Section 2. Compensation	214
Section 3. Role	214
ARTICLE LIII RETENTION OF BENEFITS	216
ARTICLE LIV WORKERS' COMPENSATION	217
Section 1. Benefits	217
Section 2. Rejection of Coverage	217
Section 3. Arbitration	217
Section 4. Joint Study	217
Section 5. Moratorium <i>[no longer applicable]</i>	217
Section 6. Preservation of Rights	217
Section 7. Reopener	218
ARTICLE LV MISCELLANEOUS	219
Section 1. Endorsements	219
Section 2. On-Field Attire	219
Section 3. Appearances	219
Section 4. Promotion	219
Section 5. Deduction	219
Section 6. Public Statements	219
Section 7. Address	219
Section 8. NFLPA Tickets	219
Section 9. Player Tickets	220
Section 10. Tests	220
Section 11. League Security	220

Section 12. Career Planning Program	220
Section 13. Delivery of Documents	220
Section 14. Binding Effect	220
Section 15. Authorization	220
Section 16. Headings	221
Section 17. Time Periods	221
Section 18. Exhibits	221
Section 19. Parol Evidence	221
ARTICLE LVI FINAL LEAGUE YEAR	222
Section 1. No Salary Cap	222
Section 2. Free Agency If Salary Cap In League Year Prior to Final League Year	222
Section 3. Free Agency If No Salary Cap In League Year Prior To Final League Year	222
Section 4. Franchise and Transition Players	222
ARTICLE LVII MUTUAL RESERVATION OF RIGHTS:	
LABOR EXEMPTION	223
Section 1. Rights Under Law	223
Section 2. Labor Exemption	223
Section 3. CBA Expiration	223
ARTICLE LVIII DURATION OF AGREEMENT	224
Section 1. Effective Date	224
Section 2. Expiration Date	224
Section 3. Termination Prior to Expiration Date	224
Section 4. Ratification	225
ARTICLE LIX GOVERNING LAW	226
ARTICLE LX NOTICES	227
APPENDIX A—CHECK-OFF AUTHORIZATION FOR NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION DEDUCTIONS	228
APPENDIX B—INJURY PROTECTION/EARLY WAIVER	230
APPENDIX C—NFL PLAYER CONTRACT	231
APPENDIX D—FIRST REFUSAL OFFER SHEET	240
APPENDIX E—FIRST REFUSAL EXERCISE NOTICE	241

APPENDIX F—WAIVER OF FREE AGENT RIGHTS	242
APPENDIX G—NOTICE OF TERMINATION	243
APPENDIX H—ACCOUNTANTS’ REVIEW PROCEDURES	244
APPENDIX I—STANDARD MINIMUM PRE-SEASON PHYSICAL EXAMINATION	252
APPENDIX J—ACTUARIAL ASSUMPTIONS AND ACTUARIAL COST METHOD	255
APPENDIX K—EXTENSION CHART	257
APPENDIX L—OFF-SEASON WORKOUT RULES	258
APPENDIX M—PSL EXAMPLES	259
APPENDIX N—WRITTEN WARNING GOOD FAITH EFFORT . . .	266
APPENDIX O—CALCULATION EXAMPLE	267

INTRODUCTION

On January 8, 2002, the National Football League Management Council ("Management Council" or "NFLMC") and the National Football League Players Association ("NFLPA") agreed to extend, with certain modifications, the 1993 NFL Collective Bargaining Agreement ("CBA"), which was previously amended June 6, 1996, February 25, 1998, and December 4, 2000. This booklet incorporates the 1998, 2000, and 2002 amendment agreements into the text of the CBA and omits provisions relating exclusively to past seasons (although any such omitted terms, if subsequently determined to be applicable, have the same force and effect as the terms set forth herein. Any persons with questions about provisions concerning seasons before 2002 should refer to prior printed versions of the CBA). The 2000 and 2002 amendment language is set forth in italic copy with applicable notations to the extension agreements. In addition, side letter agreements between the NFLMC and the NFLPA setting forth the parties' interpretation of various provisions of the CBA are reprinted and indented within the appropriate articles. Relevant side letters that were agreed to after the 1998 extension are added to this booklet, and are set forth in italics. For easy reference, the article names can be found at the top of each two-page set of this booklet.

PREAMBLE

This Agreement, which is the product of bona fide, arm's length collective bargaining, is made and entered into on the 6th day of May, 1993, in accordance with the provisions of the National Labor Relations Act, as amended, by and between the National Football League Management Council ("Management Council" or "NFLMC"), which is recognized as the sole and exclusive bargaining representative of present and future employer member Clubs of the National Football League ("NFL" or "League"), and the National Football League Players Association ("NFLPA"), which is recognized as the sole and exclusive bargaining representative of present and future employee players in the NFL in a bargaining unit described as follows:

1. All professional football players employed by a member club of the National Football League;
2. All professional football players who have been previously employed by a member club of the National Football League who are seeking employment with an NFL Club;
3. All rookie players once they are selected in the current year's NFL College Draft; and
4. All undrafted rookie players once they commence negotiation with an NFL Club concerning employment as a player.

Article I, Definitions

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

Section 1. General Definitions:

(a) "Agreement" means this Collective Bargaining Agreement, dated May 6, 1993.

(b) "Class Counsel" means the law firm of Weil, Gotshal & Manges, 767 Fifth Avenue, New York, New York 10153, and the law firm of Lindquist & Vennum, 4200 IDS Center, Minneapolis, Minnesota 55402.

(c) "Club" or "Team" or "Member," used interchangeably herein, means any entity that is a member of the NFL or operates a franchise in the NFL at any time during the term of this Agreement.

(d) "Club Affiliate" or "Team Affiliate" means any entity or person owned by (wholly or partly), controlled by, affiliated with, or related to a Club or any owner of a Club.

(e) "Commissioner" means the Commissioner of the NFL.

(f) "Impartial Arbitrator" means the person authorized by this Agreement and the Settlement Agreement to hear and resolve specified disputes as provided in this Agreement and the Settlement Agreement.

(g) "League Year" means the period from February 20 of one year through and including February 19 of the following year, or such other one year period to which the NFL and the NFLPA may agree.

(h) "NFL Player Contract" means the form of Player Contract utilized in the NFL.

(i) "NFL Rules" means the Constitution and By-Laws, rules, and regulations of the NFL and/or the Management Council.

(j) "Player Affiliate" means any entity or person owned by (wholly or partly), controlled by, affiliated with, or related to a player.

(k) "Salary" means any compensation of money, property, investments, loans, or anything else of value that a Club pays to, or is obligated to pay to, a player or Player Affiliate, or is paid to a third party at the request of and for the benefit of a player or Player Affiliate, during a League Year, as calculated in accordance with the rules set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(l) "Settlement Agreement" means the Stipulation and Settlement Agreement, dated February 26, 1993.

(m) "Special Master" means the special master appointed and authorized by this Agreement and the Settlement Agreement to hear and resolve specified disputes as provided in this Agreement and the Settlement Agreement.

Section 2. Free Agency Definitions:

(n) "Accrued Season" means any playing season for which a player received credit with respect to his qualifications for Unrestricted Free Agency or Restricted Free Agency, as described in Article XIX (Veteran Free Agency).

(o) "Compensatory Draft Selection" means an additional Draft choice awarded to a Club as described in Article XIX (Veteran Free Agency) and Article XX (Franchise and Transition Players).

(p) "Draft" or "College Draft" means the NFL's annual draft of Rookie football players as described in Article XVI (College Draft).

(q) "Draft Choice Compensation" means the right of any Club, as described in Article XIX (Veteran Free Agency) and Article XX (Franchise and Transition Players), to receive draft pick(s) from any other Club.

(r) "Drafted Rookie" means a person who is selected in the current League Year's Draft or whose Draft rights are held, or continue to be held, consistent with this Agreement, by an NFL Club that selected the Rookie in a prior Draft.

(s) "Final Eight Plan" means the rules whereby signings of Unrestricted Free Agents are limited in Uncapped Years for the final eight play-off Clubs, under the limited circumstances described in Article XXI (Final Eight Plan).

(t) "Free Agent" means a player who is not under contract and is free to negotiate and sign a Player Contract with any NFL Club, without Draft Choice Compensation or any Right of First Refusal.

(u) "Minimum Salary" means the minimum annual Paragraph 5 Salary which shall be paid to an NFL player not on any Active list, and not on the Inactive list, pursuant to this Agreement.

(v) "Minimum Active/Inactive List Salary" means the minimum annual Paragraph 5 Salary which shall be paid to an NFL player on any Active list, or on the Inactive list, pursuant to this Agreement.

(w) "Negotiate" means, with respect to a player or his representatives on the one hand, and an NFL Club or its representatives on the other hand, to engage in any written or oral communication relating to efforts to reach agreement on employment and/or terms of employment between such player and such Club.

(x) "New Club" means any Club except the Prior Club (as defined below).

(y) "Player Contract" means a written agreement or series of such agreements executed at or about the same time between a person and an NFL Club pursuant to which such person is employed by such Club as a professional football player.

(z) "Prior Club" means the Club that contracted with or otherwise held the NFL playing rights for the player for the previous NFL League Year.

(aa) "Prior Year Salary" means the total of the Paragraph 5 Salary, roster and reporting bonuses, pro-rata portion of signing bonus, and other

Article I, Definitions

payments to a player in compensation for the playing of professional football for the last League Year of the player's most recently negotiated Player Contract, except for performance bonuses other than roster and reporting bonuses. Prior Year Salary shall also include any unrepaid loans made, guaranteed or collateralized by a Team or its Team Affiliate to a player or Player Affiliate during or after the 1993 League Year.

(ab) "Renegotiate" means any change in Salary or the terms under which such Salary is earned or paid, or any change regarding the Club's right to trade the player, during the term of a Player Contract.

(ac) "Required Tender" means a Player Contract tender that a Club is required to make to a player pursuant to this Agreement, either as a matter of right with respect to the player, or to receive Rights of First Refusal, Draft Choice Compensation and/or other rights with respect to the player, as specified in this Agreement.

(ad) "Restricted Free Agent" means a Veteran who has three or more Accrued Seasons and who completes performance of his Player Contract, but who is still subject to a Right of First Refusal and/or Draft Choice Compensation in favor of his Prior Club.

(ae) "Right of First Refusal" means the right of an NFL Club, as described in Article XIX (Veteran Free Agency) and Article XX (Franchise and Transition Players) to retain the services of certain Veteran players by matching offers made to those players.

(af) "Rookie" means a person who has never signed a Player Contract with an NFL Club.

(ag) "Undrafted Rookie" means a Rookie who was eligible for but not selected in a College Draft.

(ah) "Unrestricted Free Agent" means a Veteran who completes performance of his Player Contract, and who is no longer subject to any exclusive negotiating rights, Right of First Refusal, or Draft Choice Compensation in favor of his Prior Club.

(ai) "Veteran" means a player who has signed at least one Player Contract with an NFL Club.

Section 3. Salary Cap Definitions:

(aj) "Benefits" or "Player Benefit Costs" means the specific benefits paid to players set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(ak) "Capped Year" means any League Year for which a Salary Cap is in effect.

(al) "Defined Gross Revenues" or "DGR" means all of the League and Team revenues that are included within the definition of Defined Gross Revenues, as set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(am) "Guaranteed League-wide Salary" means the minimum amount that the Teams in the NFL must pay in Player Costs during a League Year, if

applicable, as set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(an) "Minimum Team Salary" means the minimum amount that each Team must pay in Salaries during a League Year, if applicable, as set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary), Section 5.

(ao) "Paragraph 5 Salary" means the compensation set forth in paragraph 5 of the NFL Player Contract, or in any amendments thereto.

(ap) "Player Costs" means the total Salaries and Benefits attributable to a League Year for all NFL Teams under all of the rules set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary), but not including loans, loan guarantees, unpaid grievances attributions, and unearned incentives.

(aq) "Projected Benefits" means the amount of Benefits projected in accordance with the rules set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(ar) "Projected Defined Gross Revenues" means the amount of Defined Gross Revenues projected in accordance with the rules set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(as) "Room" means the extent to which a Team's then-current Team Salary is less than either the Salary Cap or Entering Player Pool, as applicable.

(at) "Salary Cap" means the absolute maximum amount of Salary that each Club may pay or be obligated to pay or provide to players or Player Affiliates, or may pay or be obligated to pay to third parties at the request of and for the benefit of Players or Player Affiliates, at any time during a particular League Year, in accordance with the rules set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary), if applicable.

(au) "Team Salary" means the Team's aggregate Salary for Salary Cap purposes, as calculated in accordance with the rules set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(av) "Uncapped Year" means any League Year for which a Salary Cap is not in effect.

Section 4. Further Definitions:

(aw) "Final League Year" means the League Year which is scheduled prior to its commencement to be the final League Year of this Agreement. As of the date hereof, the Final League Year is the 2007 League Year. The Final League Year shall always be an Uncapped Year.

** Extension Agreement 1/8/02*

(ax) "Final Capped Year" means the League Year immediately prior to the Final League Year. The Final Capped Year shall be Capped unless the

Article I, Definitions

Salary Cap is removed pursuant to Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary), Section 4(b)(ii)(4).

ARTICLE II GOVERNING AGREEMENT

Section 1. Conflicts: The provisions of this Agreement supersede any conflicting provisions in the NFL Player Contract, the NFL Constitution and Bylaws, or any other document affecting terms and conditions of employment of NFL players, and all players, Clubs, the NFLPA, the NFL, and the Management Council will be bound hereby. The provisions of the Stipulation and Settlement Agreement, *as amended*, in White v. NFL, No. 4-92-906 (D. Minn.) ("Settlement Agreement"), shall supersede any conflicting provisions of this Agreement.

Section 2. Implementation: The NFLPA and the Management Council will use their best efforts to faithfully carry out the terms and conditions of this Agreement and to see that the terms and conditions of this Agreement are carried out in full by players and Clubs. The NFLPA will use its best efforts to see that the terms and conditions of all NFL Player Contracts are carried out in full by players.

Section 3. Management Rights: The NFL Clubs maintain and reserve the right to manage and direct their operations in any manner whatsoever, except as specifically limited by the provisions of this Agreement and the Settlement Agreement.

Section 4. Rounding: For the purposes of any amounts to be calculated or used pursuant to this Agreement with respect to Required Tenders, Qualifying Offers, Minimum Salaries, Minimum Active/Inactive List Salaries, Team Salary, DGR, Excluded DGR, Benefits, Player Costs, Projected DGR, Projected Benefits, or Salary, such amounts shall be rounded to the nearest \$1,000.

Article III, Scope of Agreement

ARTICLE III SCOPE OF AGREEMENT

Section 1. Scope: This Agreement represents the complete understanding of the parties on all subjects covered herein, and there will be no change in the terms and conditions of this Agreement without mutual consent. Except as otherwise provided in Article V (Union Security), Section 6, on Union Security, and on Article LIV (Workers' Compensation), Section 7, on Workers' Compensation, the NFLPA and the Management Council waive all rights to bargain with one another concerning any subject covered or not covered in this Agreement for the duration of this Agreement, including the provisions of the NFL Constitution and Bylaws; provided, however, that if any proposed change in the NFL Constitution and Bylaws during the term of this Agreement could significantly affect the terms and conditions of employment of NFL players, then the Management Council will give the NFLPA notice of and negotiate the proposed change in good faith.

Section 2. Arbitration: The question of whether the parties engaged in good faith negotiations, or whether any proposed change in the NFL Constitution and Bylaws would violate or render meaningless any provision of this Agreement, may be the subject of a non-injury grievance under Article IX (Non-Injury Grievance), which shall be the exclusive method for resolving disputes arising out of this Section 2. If the arbitrator finds that either party did not engage in good faith negotiations, or that the proposed change would violate or render meaningless any provision of this Agreement, he may enter an appropriate order, including to cease and desist from implementing or continuing the practice or proposal in question; provided, however, that the arbitrator may not compel either party to this Agreement to agree to anything or require the making of a concession by either party in negotiations.

ARTICLE IV NO STRIKE/LOCKOUT/SUIT

Section 1. No Strike/Lockout: Except as otherwise provided in Article V (Union Security), Section 6, or Article LIV (Workers' Compensation), Section 7, neither the NFLPA nor any of its members will engage in any strike, work stoppage, or other concerted action interfering with the operations of the NFL or any Club for the duration of this Agreement, and no Clubs, either individually or in concert with other Clubs, will engage in any lockout for the duration of this Agreement. Any claim by the Management Council that the NFLPA has violated this Section 1 will not be subject to the grievance procedure or the arbitration provisions of this Agreement and the Management Council will have the right to submit such claim directly to the courts.

Section 2. No Suit: The NFLPA agrees that neither it nor any of its members, nor agents acting on its behalf, nor any member of its bargaining unit, will sue, or support financially or administratively, or voluntarily provide testimony or affidavit in, any suit against, the NFL or any Club with respect to any claim relating to any conduct permitted by this Agreement, the Settlement Agreement, or any term of this Agreement or the Settlement Agreement, including, without limitation, the Articles concerning the College Draft, the Compensatory Draft, the Option Clause, the Entering Player Pool, Veterans With Less Than Three Accrued Seasons, Veteran Free Agency, Franchise and Transition Players, the Final Eight Plan, Guaranteed League-wide Salary, Salary Cap and Minimum Team Salary, and the Waiver System, and provisions applicable to the trading of players; provided, however, that nothing contained in this Section 2 will prevent the NFLPA or any player from asserting that any Club, acting individually or in concert with other Clubs, or the Management Council, has: (1) breached the terms of this Agreement, the NFL Player Contract, the revised NFL Player Contract, or the NFL Constitution and Bylaws, and from processing such asserted breach as a non-injury grievance under Article IX (Non-Injury Grievance) or asserting any claim before the Special Master or the Impartial Arbitrator as provided in this Agreement; or (2) breached the terms of the Settlement Agreement and from asserting such a claim before the Special Master, Impartial Arbitrator, or the Federal District Court, as provided for in the Settlement Agreement. In addition, neither the NFLPA nor any of its members, agents acting on its behalf, nor any members of its bargaining unit will sue, or support financially or administratively any suit against, the NFL or any Club relating to the presently existing provisions of the Constitution and Bylaws of the NFL as they are currently operative and administered (except any provisions relating to the 1982 CBA, which have been superseded by this Agreement); provided, however, that nothing herein shall prevent the NFLPA, its members, agents or bargaining unit members from asserting any

Article IV, No Strike/Lockout/Suit

rights they may have under the federal labor laws or under this Agreement or the Settlement Agreement.

Section 3. Releases: The releases and covenants not to sue contained in Article XIX (Releases and Covenants Not to Sue) of the Settlement Agreement are hereby incorporated by reference.

ARTICLE V UNION SECURITY

Section 1. Union Security: Every NFL player has the option of joining or not joining the NFLPA; provided, however, that as a condition of employment commencing with the execution of this Agreement and for the duration of this Agreement and wherever and whenever legal: (a) any active player who is or later becomes a member in good standing of the NFLPA must maintain his membership in good standing in the NFLPA; and (b) any active player (including a player in the future) who is not a member in good standing of the NFLPA must, on the 30th day following the beginning of his employment or the execution of this Agreement, whichever is later, pay, pursuant to Section 2 below or otherwise to the NFLPA, an annual service fee in the same amount as any initiation fee and annual dues required of members of the NFLPA.

Section 2. Check-off: Commencing with the execution of this Agreement, each Club will check-off the initiation fee and annual dues or service charge, as the case may be, in equal weekly or biweekly installments from each pre-season and regular season pay check, beginning with the first pay check after the date of the first pre-season squad cutdown, for each player for whom a current check-off authorization (copy attached hereto as Appendix A and made a part of this Agreement) has been provided to the Club. The Club will forward the check-off monies to the NFLPA within seven days of the check-off.

Section 3. NFLPA Meetings: The NFLPA will have the right to conduct three meetings on Club property each year, including one at the time of a Club's minicamp, provided that the player representative or NFLPA office has given the Club reasonable notice of its desire to hold such a meeting by the close of business on Friday of the week before the week in which the meeting is to take place, or by the close of business Thursday if the meeting is scheduled for the following Monday. No meeting will be held at a time which would disrupt a coach's team schedule.

Section 4. NFLPA Player Group Licensing Program: The NFL recognizes that players have authorized the NFLPA to act as their agent in a Group Player Licensing program (defined below) for their benefit. The NFL hereby agrees that neither it, any Club, nor any affiliate of the NFL and/or any Club shall acquire, seek to acquire, induce others to acquire, or assist others in acquiring Group Player Licensing rights, or interfere in any manner with any player's conveyance of such rights pursuant to the NFLPA Group Player Licensing program, except as otherwise explicitly agreed to between the NFLPA and the NFL. Any disputes that arise regarding the NFL's conduct in this regard shall be submitted for expedited arbitration pursuant to

Article V, Union Security

Article IX (Non-Injury Grievance). For the purposes of this Section 4, Group Player Licensing shall be defined as the use of a total of six or more NFL players' names, signatures facsimiles, voices, pictures, photographs, likenesses and/or biographical information on or in conjunction with products (including, but not limited to, trading cards, clothing, videogames, computer games, collectibles, internet sites, fantasy games, etc.): (a) in any one product category, as defined by industry standards; or (b) in different categories if a total of six or more players are used and (i) the products all use similar or derivative design or artwork or (ii) one such player product is used to promote another player product. For the purposes of this Section 4, Group Player Licensing includes, without limitation, products sold at retail and products that are used as promotional or premium items.

* Extension Agreement 1/8/02

Section 5. Disputes: Any dispute over compliance with, or the interpretation, application or administration of this Article, except any dispute concerning Section 4 of this Article, will be processed pursuant to Article IX (Non-Injury Grievance). Any decision of an outside arbitrator pursuant thereto will constitute full, final and complete disposition of the dispute, and will be binding on the player(s) and Club(s) involved and the parties to this Agreement.

Section 6. Procedure for Enforcement:

(a) Upon written notification to the Management Council by the NFLPA that a player has not paid any initiation fee, dues or the equivalent service fee in violation of Section 1 of this Article V (Union Security), the Management Council will within seven days consider the matter. If there is no resolution of the matter within seven days, then the Club will, upon notification of the NFLPA, suspend the player without pay. Such suspension will continue until the NFLPA has notified the Club in writing that the suspended player has satisfied his obligation as contained in Section 1 of this Article V (Union Security). The parties hereby agree that suspension without pay is adopted as a substitute for and in lieu of discharge as the penalty for a violation of the union security clause of the Agreement and that no player will be discharged for a violation of that clause. The player's contract will be tolled during the period of any such suspension. A copy of all notices required by this "Procedure for the Enforcement of the Union Security Agreement Between the NFL Management Council and the NFLPA" will be simultaneously mailed to the player involved and the Management Council.

(b) It is further agreed that the term "member in good standing" as used in this Article V (Union Security) applies only to payment of dues or initiation fee and not any other factors involved in union discipline.

(c) It is further agreed that notwithstanding Article III (Scope of Agreement), Article IV (No Strike/Lockout/Suit), and Article LVIII (Dura-

tion of Agreement), that if at any time in the term of the Agreement, any court or agency shall wholly or partially invalidate the provisions of Article V (Union Security) relating to Union Security, then the NFLPA may reopen this Agreement upon the giving of 10 days' written notice, with reference solely to the issue of Union Security, and both parties will have an obligation to resume negotiations limited to the issue of Union Security, and both parties will be free to engage in whatever concerted or other action may be permitted by law in support of their positions.

Section 7. NFLPA Responsibility: It is agreed that neither the NFL nor any Club shall be liable for any salary, bonus, or other monetary claims of any player suspended pursuant to the terms of Section 6 above. Collection of initiation fees, annual dues, service charges or other check-off amounts missed because of inadvertent errors shall be the responsibility of the NFLPA. The NFLPA shall be solely responsible for refunds to players in the case of any sums deducted not in conformity with the provisions of the NFLPA Constitution and Bylaws or applicable law.

Section 8. Orientations: During the annual Timing and Testing Sessions of the Scouting Combines, the NFL will use best efforts to ensure that the NFLPA will be permitted to present one-hour orientations for all of the college players attending the session. The orientation will include only information on the Career Planning Program, the Chemical Dependency Program, the NFLPA Agent Certification System, and other information contained in this Agreement and will encourage the players to participate fully in all activities of the Scouting Combine. The NFLPA will also have the right to space in the public area of the players' hotel, staffed by NFLPA employees, to provide information requested by players during their free time at the Combine. The NFLPA and the NFL will also sponsor an orientation with an agreed-upon agenda for all rookies on a Club-by-Club basis during the first half of the NFL regular season, which meetings may take place on the players' day off if no other mutually acceptable day is agreed upon.

** Attendance at the annual Rookie Symposium shall be mandatory for all Rookies invited to the Symposium. A material failure to attend the entire Symposium (e.g., missing more than one presentation) that is unexcused by the NFLMC will result in a fine of \$11,000 for the 2002-04 League Years and \$12,000 for the 2005-07 League Years. The NFLPA and the NFLMC shall each use its best efforts to encourage players to participate fully in all symposium activities and to abide by all symposium rules (e.g., dress code, curfew, etc.). Being late for or missing curfew will result in a fine at the then applicable amount under Article VIII of the CBA. Other lateness for meetings or similar Article VIII violations*

Article V, Union Security

will be disciplined at the applicable fine amounts. Discipline shall be imposed, if appropriate, by the NFLMC, not by any Club.

** Side Letter 1/25/99, as modified by Extension Agreement 1/8/02*